

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM****SUBJECT:** Release of Maintenance Agreements with Letter of Credit – Park Place @ Heathrow**DEPARTMENT:** Environmental Services **DIVISION:** Business Office**AUTHORIZED BY:** Robert G. Adolphe **CONTACT:** Bob Briggs **EXT.** 2148  
Robert G. Adolphe, Director Bob Briggs, Finance Manager**Agenda Date** 01/11/05 **Regular** ☐ **Consent** ☒ **Work Session** ☐ **Briefing** ☐  
**Public Hearing – 1:30** ☐ **Public Hearing – 7:00** ☐**MOTION/RECOMMENDATION:**

Approve release of original Water and Sewer Maintenance Agreements.

**BACKGROUND:**

Pursuant to Seminole County's Land Development Code (LDC) requirements, Chapter 35, Part 8, Sec. 35.902 (H) (1,2) the County conducted a re-inspection of the referenced project on **11/8/04** to ensure that the maintenance problems or design deficiencies which manifested themselves during the maintenance period were addressed prior to expiration of the Maintenance Agreement.

As of **11/8/04**, the Seminole County Water and Sewer Inspectors found no deficiencies. Therefore, the above mentioned Water and Sewer Maintenance Agreement may be released as required by the LDC.

The following project has satisfactorily completed the two (2) year maintenance inspection by the Water and Sewer Division.

Release Maintenance Agreement with Letter of Credit #8035350431-55 (Pelloni Development) in the amount of \$9,264.00 for the project known as **Park Place @ Heathrow**. District 5.

Reviewed by:
Co Atty: _____
DFS: _____
Other: _____
DCM: <u>SS</u>
CM: <u>KB</u>
File No. <u>CESA04</u>



**Pelloni Development Corporation**

725 Primera Boulevard, Suite 130  
Lake Mary, FL 32746  
407.585.7104 Direct  
407.333.7700 Main  
407.333.7711 Fax

Nancy Pentecost  
npentecost@pelloni.com  
www.pelloni.com

Ms. Becky Noggle  
Senior Coordinator  
Seminole County Environmental Services Department  
500 West Lake Mary Blvd.  
Sanford, FL 32773-7499

Re: Water and Sewer Maintenance Agreement

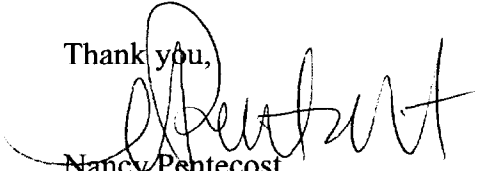
**Project Name: Park Place at Heathrow**  
**LOC#: 8035350431-55**  
**LOC Amount: \$9,264.00**  
**District #5**

Dear Ms. Noggle,

Please accept this letter as written notification requesting the release of the Letter of Credit referenced above.

Should you have any questions, please feel free to contact me.

Thank you,



Nancy Pentecost

The Pelloni Companies



# COLONIAL BANK

## SUBDIVISION AND SITE PLAN

### IRREVOCABLE LETTER OF CREDIT (For Maintenance Agreement – Road Improvements)

Colonial Bank  
November 12, 2002

Seminole County Board of  
County Commissioners  
Seminole County Services Building  
1101 East First Street  
Sanford, Florida 32771

Re: Irrevocable Letter of Credit No. 8035350431-55

Dear Commissioners:

By order of Pelloni Capital Corporation, we hereby establish an Irrevocable Letter of Credit in your favor. We hereby authorize you to draw on Colonial Bank up to an aggregate amount of \$9,264.00 available by your drafts at sight accompanied by a signed statement of the Board of County Commissioners that the Maintenance Agreement dated October 22, 2002 between Pelloni Capital Corporation and Seminole County is in default.

Drafts must be drawn and negotiated on or before December 22, 2004, and each draft must state that it is drawn under Irrevocable Letter of Credit No. 8035350431-55 of Colonial Bank dated November 12, 2002 and the amount thereof endorsed on this Letter of Credit. The Bank agrees that this Letter of Credit shall automatically renew itself for successive one-year periods unless the Bank shall give notice to you no later than forty-five (45) days preceding an expiration date that it chooses not to renew the Letter of Credit, in which case, the county shall be entitled to demand and receive the outstanding amount of money represented by this Letter of Credit. In the event a draw based on expiration of this Letter of Credit, the proceeds shall be held by Seminole County as a Cash Bond to secure continued adherence to the terms of the Maintenance Agreement with Pelloni Capital Corporation.

Upon tender payment, you will release to the Bank the original Irrevocable Letter of Credit marked "cancelled". In any event, upon expiration of the Maintenance Agreement dated October 22, 2002, and the completion of Pelloni Capital Corporation obligations thereunder, you will return the original Letter of Credit to this Bank marked "cancelled".

We hereby engage the drawers, endorsers, and bona fide holders of all drafts drawn under and in compliance with the terms of this credit, that such drafts will be duly honored upon presentation to the drawee.

If the Board of County Commissioners initiates suit under this Letter of Credit, the Bank hereby agrees to be responsible for Seminole County's court costs and reasonable attorney's fees, but Colonial Bank shall not be responsible for any attorney's fees in excess of fifteen percent (15%) of the aggregate amount of this Letter of Credit.

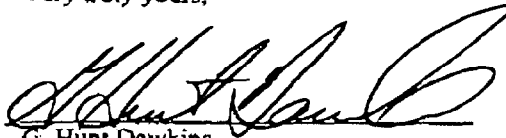
An Affiliate of Colonial BancGroup, Inc.  
2127 W. State Road 434, Longwood, Florida 32779  
Telephone 407/862-2265 / Fax 407/862-8278  
AN EQUAL OPPORTUNITY EMPLOYER

Page 2  
Pelloni Capital Corporation  
Irrevocable Standby Letter of Credit No. 8035350431-55  
Beneficiary: Seminole County Board of County Commissioners

LAND DEVELOPMENT CODE

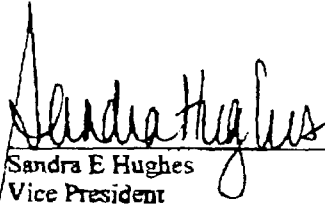
This Letter of Credit sets forth in full the terms of our undertaking and such undertaking shall not, in any way, be amended by reference herein to any agreement, and any such reference shall not be deemed to incorporate herein by reference any document or agreement other than the Maintenance Agreement dated October 22, 2002, and referenced herein.

Very truly yours,



G. Hunt Dawkins  
President, Colonial Bank/Seminole County

ATTEST:

  
Sandra E Hughes  
Vice President

SUBDIVISION AND SITE PLAN

MAINTENANCE AGREEMENT  
(Water and Sewer Improvements)

THIS AGREEMENT is made and entered into this 22<sup>nd</sup> day of Nov, 2002, between Pelloni Capital Corporation, hereinafter referred to as "PRINCIPAL," and SEMINOLE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY."

W I T N E S S E T H:

WHEREAS, PRINCIPAL has constructed certain water and sewer improvements, including water lines, sewer lines, lift stations and other appurtenances in that certain subdivision described as Park Place at Heathrow a Plat of which is recorded in Plat Book 4018 Pages 1775, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid water and sewer improvements were made pursuant to certain plans and specifications dated July 25, 2001, (as subsequently revised or amended) and filed with the Utilities Manager of Seminole County; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said road improvements and to maintain said water and sewer improvements for a period of two (2) years from Nov 22, 2002; and

WHEREAS, to guarantee performance of said obligations by PRINCIPAL, PRINCIPAL has obtained and furnished to the COUNTY, a certain Irrevocable Letter of Credit No. \_\_\_\_\_ issued by Colonial Bank, in the sum of Nine Thousand Two Hundred DOLLARS (\$9,264.00).  
Sixty - Four

NOW THEREFORE, the COUNTY agrees to accept the water and sewer improvements into the County Utility System upon execution of this Agreement and to accept an Irrevocable Letter of Credit as security for the maintenance obligation of the PRINCIPAL.

PRINCIPAL, its heirs, executors, successors and assigns, jointly and severally agrees to be held and firmly bound to the COUNTY in the sum of Nine Thousand Two Hundred Sixty - Four DOLLARS (\$9,264.00) on the condition that, if PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid water and sewer improvements and maintain said water and sewer improvements for a period of two (2) years from October 22, 2002, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Utilities Manager shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall have to correct said defect.

Should the PRINCIPAL fail or refuse to perform or correct said defects within the time specified, the COUNTY shall be authorized, but shall not be obligated, to take over and perform, or cause to be performed, such work as shall be necessary to correct such defects, and shall be authorized to draw upon the Letter of Credit to pay the cost thereof, including, but not limited to, engineering, legal and contingent costs. Further, the COUNTY, in view of the public interest, health, safety, welfare and other factors involved, and the consideration in approving and filing the said Plat shall have the right to resort to any and all legal remedies against the PRINCIPAL, both at law and in equity, including specifically, **specific performance**, to which the PRINCIPAL unconditionally agrees.

The PRINCIPAL further agrees that the COUNTY, at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipt of bids, cause to be corrected any defects or said defects in case the PRINCIPAL shall fail or refuse to do so, and, in the event the COUNTY should exercise and give effect to such right, the PRINCIPAL shall be obligated hereunder to reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequent, which may be sustained on account of the failure of the PRINCIPAL to correct said defects.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof.

Signed, sealed and delivered  
in the presence of:

Calvin Harding Jr.  
Calvin Harding Jr.

Justin Pelloni  
Justin Pelloni

Barton J. Pelloni

By: Barton J. Pelloni, V.P.

Date: October 22, 2002

WITNESSES:

Beverly Noyes  
Sandy Taylor

UTILITIES DIVISION  
SEMINOLE COUNTY, FLORIDA

Gary L. Rudolph

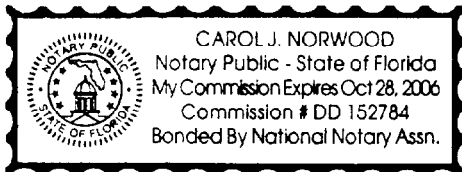
Utilities Manager

Date: 11/18/02

Within authority delegated by the County Manager pursuant to Resolution No. 97-R-66 adopted March 11, 1997 and further delegated by Memorandum dated March 27, 1997, Re: Streamlining of Development-Related Agenda Items and approved on April 2, 1997.

STATE OF FLORIDA                    )  
  ) ss  
COUNTY OF SEMINOLE            )

The foregoing instrument was acknowledged before me this 18 day of November, 2002, by GARY L. Rudolph, who is personally known to me or who has produced \_\_\_\_\_ as identification.



Carol J. Norwood  
Print Name CAROL J. NORWOOD  
Notary Public in and for the County  
and State Aforementioned

My commission expires: 10/28/2006